

# **1.DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

1.1 “Transaction” is any purchase that is made at your business and uploaded to Campfire. We obtain this data from the receipts that are uploaded by the end-users onto the Campfire Loyalty app.

1.2 “MoCo” refers to Montgomery County.

1.3 “MoCoPass” is the collection of coupons sent to Party A from businesses in MoCo for the purpose of being packaged together and advertised to consumers in MoCo.

1.4 “Regular Coupons” is defined as any coupon created in Campfire Loyalty (See definition of participation in Campfire Loyalty)

1.5 “MoCoPass Coupon” is any coupon in the MoCoPass.

1.6 “Selling Platform” means any platform where you are selling your products. For example, it can selling in person, selling on Amazon, selling on Grubhub, selling on eBay, your personal website, etc

1.7 “(Participation in) Campfire Loyalty” means participating in the coalition loyalty program devised by Party A, this means allowing users to upload receipts from any of your selling platforms and receive points that can be ultimately used to purchase regular coupons from your business and/or other businesses in the system.

1.8 “Participation in MoCoPass” means participating in the MoCoPass program created by the collaboration between Party A and MoCo Directory, this means allowing users to redeem coupons put up by your business and applying the coupon’s discount manually.

## **2.ZERO FEES**

Participation in MoCoPass is free.

### **3.MOCOPASS ENROLLMENT**

By enrolling for MoCoPass, you may upload MoCoPass coupons at any time. This service is free of charge and may attract more customers to visit your business.

A verbal or written notice is sufficient to opt out from MoCoPass.

### **4.PROMOTION OF COUPONS**

Party B hereby acknowledges and grants Party A the right to promote and advertise Party B's coupons and deals through various means, including but not limited to social media, in-person marketing, and other promotional channels, at any time. The objective of this promotion is to attract customers to and increase spending at Party B.

### **5.TERMINATION PROCESS**

- Party B may terminate this Agreement at any time by providing verbal or written notice to Party A.

## **6. PARTICIPATION ACROSS PLATFORMS**

- Party B agrees to join the Program across all platforms they operate on, including but not limited to in-store payments, personal websites, or third-party software like Amazon, eBay, Grubhub, Doordash, Uber Eats, or personal e-commerce website.
- Party B has the right to opt out from participating in the Program on any specific platform by providing verbal or written notice to Party A.

## **7. DATA COLLECTION AND PRIVACY**

Party A agrees to keep any and all personal information provided by Party B confidential, unless it is being used for marketing Party B to consumers or improving Party B's experience with Party A.

## **8.LIMITATION OF LIABILITY**

In no event shall either Party be liable to the other for any indirect, incidental, special, or consequential damages arising out of or related to this Agreement.

## **9.GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of law principles.

## **10. RISK ACKNOWLEDGMENT AND DISCLAIMER**

Party B acknowledges and understands that participation in Campfire's loyalty program ("Program") carries inherent risks and uncertainties. The success of the Program is subject to various factors, including but not limited to market conditions, customer preferences, competitive landscape, and Party B's personal efforts in

promoting discounts or marketing initiatives. Party B further acknowledges that the Program is intended to serve as a strategic tool to enhance customer engagement and retention, and it is not a guaranteed source of financial gain. Party B agrees to use the Program as part of their business strategy, understanding that results may vary. Party B agrees that they are joining the Program voluntarily and accepts the associated risks. Party A shall not be liable for any adverse outcomes or lack of benefits resulting from Party B's participation in the Program.

## **11. AMENDMENT CLAUSE**

This contract may be amended, modified, or altered at any time by the mutual written agreement of both parties. Any such amendments, modifications, or alterations shall be effective immediately upon being signed by both parties unless otherwise specified in the amendment. The parties agree to review and negotiate any proposed changes in good faith.

## **12. JOINING CAMPFIRE**

This current agreement is for joining MoCoPass only. Signing this does not opt Party B in for regular Campfire Loyalty. A primary difference between the two programs is that Campfire Loyalty is free for consumers, and therefore offers larger customer reach. If Party B wishes to opt in for regular Campfire Loyalty as well or has any questions about the services offered and their purpose, please contact Party A.